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Attorney for Plaintiff
DOUGLAS O'CONNOR

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DOUGLAS O'CONNOR, individually and on
behalf of all other persons similarly situated,

Plaintiffs,

vs.

LYFT, INC., a Delaware corporation; and DOES
1 through 20, inclusive,

Defendants.

Case No. 3:16-cv-00351

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR VIOLATIONS OF:**

**1. THE TELEPHONE CONSUMER
PROTECTION ACT (47 U.S.C. §§ 227 *et*
seq.); and**

**2. THE CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§ 17200 *et seq.***

Plaintiff Douglas O'Connor ("Plaintiffs"), through his undersigned attorney, on behalf of himself and all other persons similarly situated, alleges on information and belief against Lyft, Inc. (hereinafter "Lyft" or "Defendant") and DOES 1 through 20, as follows:

INTRODUCTION

1. Plaintiff bring this class action complaint for damages, injunctive relief, and any other available legal or equitable remedies, individually and on behalf of all other persons similarly situated, as a result of Lyft's practice of sending text messages, i.e. wireless spam, to Plaintiff, and all other persons similarly situated, located in California, on their cellular telephones without their prior express consent in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* ("TCPA")

2. The TCPA exists to prevent communications like the ones described within this complaint. "Voluminous consumer complaints about abuses of telephone technology—for example,

1 computerized calls dispatched to private homes—prompted Congress to pass the TCPA.” *Mims v.*
2 *Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 744 (2012).

3 3. By passing the TCPA, Congress intended to provide consumers a choice as to how
4 telemarketers may call them and found that “[t]echnologies that might allow consumers to avoid
5 receiving such calls are not universally available, are costly, are unlikely to be enforced, or place an
6 inordinate burden on the consumer.” Pub. L. No. 102–243, § 11. Congress also found that “the
7 evidence presented to the Congress indicates that automated or prerecorded calls are a nuisance . .
8 .” *Id.* at §§ 12-13.

9 4. The TCPA’s ban on telephone calls made using “an automatic telephone dialing
10 system”, as defined by 47 U.S.C. § 227(a)(1), has been interpreted to extend to unsolicited autodialed
11 text messages sent to cellular phones. *E.g.*, FCC Declaratory Ruling, 27 F.C.C.R. 15391, 2012 WL
12 5986338 (Nov. 29, 2012); *Gomez v. Campbell-Ewald Co.*, 768 F.3d 871, 876 (9th Cir. 2014); *Gager*
13 *v. Dell Fin. Servs., Inc.*, 727 F.3d 265, 269 n.2 (7th Cir. 2013).

14 5. Lyft acts as a passenger transportation service that connects riders and drivers through
15 a cellular telephone application.

16 6. Lyft’s cellular telephone application allows users to request and pay for “on-demand”
17 car services.

18 7. Lyft drivers use their own cars to provide the car services but receive requests from
19 Lyft users via the cellular telephone application.

20 8. Lyft has rapidly expanded since its founding in 2012 and now provides services in
21 over 65 cities, with plans to expand domestically.

22 9. As of May 2015, Lyft had raised more than \$1 billion from investors including Carl
23 Icahn, Rakuten, Coatue Management, Alibaba, Andreessen Horowitz, Fortress, Third Point,
24 Founders Fund, Mayfield Fund, K9 Ventures and Floodgate.

25 10. With the ever-increasing demand for more rides in even more cities, Lyft has taken
26 an aggressive approach to recruit new drivers onto their Lyft platform.

27 11. Lyft’s recruiting tactics include sending prolific text messages, i.e. wireless spam, to
28 prospective Lyft drivers, like Plaintiff, on their cellular telephones without their prior express

1 consent, in violation of the TCPA and the California Business and Professions Code § 17200 et seq.

2 JURISDICTION AND VENUE

3 12 Defendant has removed this action from the Superior Court of the State of California
4 for the County of San Mateo alleging in its Notice of Removal (Dkt No. 1) that this Court has federal
5 question jurisdiction over this case pursuant to 28 U.S.C. § 1331, pursuant to Plaintiff's allegations
6 and causes of action that the Defendant violated the TCPA. (Dkt No. 1, ¶4).

7 13. Defendant has removed this action from the Superior Court of the State of California
8 for the County of San Mateo alleging in its Notice of Removal (Dkt No. 1) that this Court also has
9 supplemental jurisdiction, under 28 U.S.C. § 1367, over plaintiff's state-law claim for alleged
10 violation of California's Unfair Competition Law because that claim arises out of the same alleged
11 acts on which plaintiff premises his federal TCPA claim. (Dkt No. 1, ¶6).

12 14. Defendant has removed this action from the Superior Court of the State of California
13 for the County of San Mateo alleging in its Notice of Removal (Dkt No. 1) that venue is proper in
14 the Northern District pursuant to 28 U.S.C. § 1441(a) on the grounds that the United States District
15 Court for the Northern District of California encompasses the County of San Mateo, where the
16 state-court action was filed, citing 28 U.S.C. § 84(a). (Dkt No. 1, ¶8).

17 PARTIES

18 15. Plaintiff Douglas O'Connor is and at all times relevant was an adult residing in South
19 San Francisco, California. On multiple occasions over multiple days, including June 28, 2013 and
20 July 19, 2013, within the applicable statute of limitations period and within four years prior to the
21 date this Complaint was filed, Lyft sent the text messages using an "automatic telephone dialing
22 system," as defined by 47 U.S.C. § 227(a)(1). These text messages constitute use of "an artificial
23 or prerecorded voice" as prohibited by 47 U.S.C. § 227(b)(1)(A). These text messages that Lyft sent
24 were not for an emergency purpose as defined by 47 U.S.C. § 227(b)(1)(A)(i). Plaintiff's cellular
25 telephone number Lyft sent text messages to was assigned to a cellular telephone service for which
26 Plaintiff incurs a charge for incoming texts as described in 47 U.S.C. §227(b)(1)(A)(iii). Plaintiff
27 did not provide express consent to Lyft to receive text messages on Plaintiff's cellular telephone,
28 pursuant to 47 U.S.C. § 227(b)(1)(A).

1 16. Defendant Lyft, Inc. (hereinafter “Defendant” or “Lyft”) is a Delaware corporation
2 and states in its filings with the California Secretary of State that its principal place of business is
3 located at 2300 Harrison St, San Francisco, CA 94110. Lyft sent the text messages to Plaintiff on
4 his cellular telephone via an “automatic telephone dialing system,” as defined by 47 U.S.C. §
5 227(a)(1), at locations within this judicial district.

6 17. Whenever in this complaint reference is made to any act of Lyft, such reference shall
7 be deemed to mean that such corporate defendant did the acts alleged in the complaint through its
8 officers, directors, agents, employees, and/or representatives while they were acting within the actual
9 or ostensible scope of their authority.

10 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of Defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to the Plaintiff,
12 who therefore sues the Defendants by such fictitious names under the Code of Civil Procedure § 474.
13 Each of the Defendants designated herein as a DOE is legally responsible in some manner for the
14 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect
15 the true names and capacities of the Defendants designated hereinafter as DOES 1 through 20 when
16 such identities become known. Any reference made to a named defendant by specific name or
17 otherwise, individually or plural, is also a reference to the actions or inactions of DOES 1 through
18 20, inclusive.

19 19. Each Defendant acted in all respects pertinent to this action as the agent or joint
20 venturer of the other Defendants, carried out a joint scheme, business plan or policy in all respects
21 pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.
22 Each Defendant had actual and/or constructive knowledge of the acts of each of the other
23 Defendants, and ratified, approved, joined in, acquiesced and/or authorized the wrongful acts of each
24 co-defendant, and/or retained the benefits of said wrongful acts.

25 20. Defendants, and each of them, aided and abetted, encouraged and rendered substantial
26 assistance to the other Defendants in violating the law, as alleged herein. In taking action, as
27 particularized herein, to aid and abet and substantially assist the commissions of these wrongful acts
28 and other wrongdoings complained of, each of the Defendants acted with an awareness of his/its

1 primary wrongdoing and realized that his/her/its conduct would substantially assist the
2 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

3 **FACTUAL ALLEGATIONS AS TO PLAINTIFF**

4 21. In or around June of 2013, Plaintiff was interested in becoming a driver for Lyft. He
5 began the sign-up process on Lyft's Internet website to learn about the requirements to become a Lyft
6 driver.

7 22. While Plaintiff provided some of his personal information to Lyft at the beginning
8 of the driver sign-up process, he decided not to complete the sign-up process to become a Lyft driver
9 (and in fact, never became a Lyft driver).

10 23. Plaintiff never finished the sign-up process to become a Lyft driver, and withdrew his
11 application. Accordingly, Plaintiff did not make available, supply, furnish for use, or knowingly
12 release his personal information to Lyft.

13 24. Thus, Plaintiff did not, at any point during the sign-up process, provide Lyft with his
14 express consent to receive automated text messages to his cell phone.

15 25. In June of 2013, Plaintiff began to receive automated text messages from Lyft on his
16 cellular phone.

17 26. Specifically, on June 28, 2013, Lyft sent Plaintiff a text message: "Hey there! Your
18 Lyft driver application is nearly finished but before we can proceed, I need you to open the Lyft app
19 and follow the short tutorial that pops up"... A second text continued: "...when you tap the car icon.
20 Just give me a call back at (415) 508-4571 when you've done that and I'd be happy to help you
21 become a part of the Lyft community :)".

22 27. On July 19, 2013, Lyft sent Plaintiff another text message: "Are you still interested
23 in driving with Lyft? If not, reply no. If so, call me at 415-508-4571. Olivia @ Lyft."

24 28. Lyft never sent Plaintiff a text message informing him that he could opt out of
25 receiving text messages.

26 29. Between June of 2013 and July of 2014, Plaintiff received automated text messages
27 from Lyft, including from phone number (415) 635-0488.

28 30. These text messages are not personalized to Plaintiff and are large automated text

1 distributions from Lyft to multiple recipients.

2 31. The automated text messages that Lyft sent to Plaintiff were to a cellular telephone
3 number for which Plaintiff is charged for incoming calls and text messages as described in 47 U.S.C.
4 §227(b)(1)(A)(iii). The last four digits of Plaintiff's cellular telephone number is "1002."

5 32. These text messages that Lyft sent were not for an emergency purpose as defined by
6 47 U.S.C. § 227(b)(1)(A)(i).

7 33 Lyft sent these text messages using an "automatic telephone dialing system," as
8 defined by 47 U.S.C. § 227(a)(1), (hereinafter an "ATDS"). Lyft's ATDS has the capability to both:
9 (1) store or produce cellular telephone numbers to be texted using a random or sequential number
10 generator, and (2) automatically send text messages from a list or database of cellular telephone
11 numbers, without human intervention.

12 34. These text messages from Lyft also constitute "artificial or prerecorded voice" calls
13 prohibited by 47 U.S.C. § 227(b)(1)(A).

14 35. These text messages that Lyft sent to Plaintiff were sent without Plaintiff's prior
15 express consent.

16 36. Plaintiff alleges that each text message he received from Lyft violated 47 U.S.C. §
17 227(b)(1).

18 **CLASS ACTION ALLEGATIONS**

19 37. This action has been brought and may be maintained as a class action under Rule 23
20 of the Federal Rules of Civil Procedure (FRCP) because the proposed class is ascertainable and there
21 is a well-defined community of interest in the litigation, as described further below.

22 38. Plaintiff brings this action on behalf of himself and all other persons similarly situated
23 pursuant to FRCP 23. Plaintiff seeks to represent a class of persons defined as follows:

24 All persons in the United States of America who received, without their prior
25 expressed consent, a non-emergency text message on their cellular telephone from
Lyft, using an ATDS, within the Class Period (hereinafter the "Class").

26 39. Defendants and their shareholders, officers, directors, employees and agents are
27 excluded from the Class.

28 ///

1 40. The aforementioned Class Period shall mean the period commencing from no less
 2 than four years prior to the date of the filing of Plaintiff's original Complaint and ending no later
 3 than the date of trial.

4 41. Plaintiff reserves the right under FRCP 23 to amend or modify the Class definition
 5 and Class Period with greater particularity or further division into subclasses or limitation to
 6 particular issues as warranted as additional facts are discovery by Plaintiff during his future
 7 investigations.

8 42. Plaintiff does not, as yet, know the exact size of the Class. Based upon the nature of
 9 Lyft's business, Plaintiff believes that there are numerous Class members, and that Class members
 10 are geographically dispersed throughout the United States of America. Thus, the Class is sufficiently
 11 numerous to make joinder impracticable, if not completely impossible. The disposition of the claims
 12 of all members of the Class in a class action will benefit both the parties and the Court. In addition,
 13 the Class is readily identifiable from information and records in the possession of Lyft, the Class and
 14 third parties.

15 43. There is a well-defined community of interest in the questions of law and fact
 16 involved affecting the parties to be represented. The questions of law and fact to the Class
 17 predominate over questions which may affect individual Class members, including the following:

- 18 a. Whether, during the Class Period, Defendant sent any text messages to
 19 Plaintiff's and Class members' telephone numbers assigned to a cellular
 telephone service;
- 20 b. Whether, during the Class Period, Defendant sent any text messages to
 21 Plaintiff's and Class members' cellular telephone numbers using an ATDS;
- 22 c. Whether, during the Class Period, Defendant sent any text messages to
 23 Plaintiff's and Class members' cellular telephone numbers for an emergency
 purpose;
- 24 d. Whether Defendant obtained valid express consent from any recipient of the
 automated text messages sent during the Class Period;
- 25 e. Whether Plaintiff and members of the Class are entitled to an award of
 26 \$500.00 in statutory damages, for each and every negligent violation of the
 TCPA;
- 27 f. Whether Plaintiff and members of the Class are entitled to an award of
 28 \$1,500.00 in statutory damages, for each and every knowing and/or willful
 violation of the TCPA; and

1 g. Whether Defendant should be enjoined from engaging in TCPA violations in
2 the future.

3 44. Plaintiff's claims are typical of those of the other Class members because Plaintiff,
4 like every other Class member, were exposed to virtually identical conduct and is entitled to actual
5 and statutory damages per violation pursuant to 47 U.S.C. § 227(b)(3).

6 45. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no
7 interest that is contrary to or in conflict with those members of the Class he seeks to represent.
8 Furthermore, Plaintiff has retained counsel experienced and competent in the prosecution of complex
9 class action litigation involving TCPA violations to further ensure such protection and he intends
10 to prosecute this action vigorously.

11 46. Class action treatment is a superior method for the fair and efficient adjudication of
12 this controversy, in that, among other things, such treatment will permit a large number of similarly
13 situated persons or entities to prosecute their common claims in a single forum simultaneously,
14 efficiently, and without the unnecessary duplication of evidence, effort, expense, or the possibility
15 of inconsistent or contradictory judgments that numerous individual actions would engender. The
16 prosecution of separate actions by individual members of the Class would create a risk of
17 inconsistent or varying adjudications with respect to individual members of the Class, which would
18 establish incompatible standards of conduct for the Defendant throughout in the United States of
19 America. Plaintiff knows of no difficulty that will be encountered in the management of this
20 litigation that would preclude its maintenance as a class action. As a result, a class action is superior
21 to other available methods for the fair and efficient adjudication of this controversy. Moreover, the
22 Class members' individual damages are insufficient to justify the cost of individual litigation, so that
23 in the absence of class treatment, Defendant's violations of law inflicting substantial damages in the
24 aggregate would go unremedied without certification of the Class. Absent a class action, the Class
25 will continue to face the potential for irreparable harm, and continued violations of law will be
26 allowed to proceed without remedy as Defendant will likely continue such illegal conduct. Because
27 of the size of the individual Class member's claims, few, if any, Class members could afford to seek
28 legal redress for the wrongs complained of herein absent certification as a class action.

47. In addition, Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

48. At all relevant times, Plaintiff and the Class are, and at all times mentioned herein, were “persons” as defined by 47 U.S.C. § 153(10).

49. Lyft is, and at all times mentioned herein was, a corporation and a “person,” as defined by 47 U.S.C. § 153(10).

50. On multiple occasions over numerous days, within the applicable statute of limitations period and four years prior to the date this Complaint was filed, Lyft sent text messages to Plaintiff and the Class on their cellular telephone numbers using an “automatic telephone dialing system,” as defined by 47 U.S.C. § 227(a)(1).

51. The text messages sent to Plaintiff and the Class by Lyft constituted “artificial or prerecorded voice” calls prohibited by 47 U.S.C. § 227(b)(1)(A).

52. The telephone numbers of Plaintiff and the Class called by Lyft were assigned to a cellular telephone service for which they incurs a charge for incoming calls as defined by 47 U.S.C. § 227(b)(1).

53. The text messages sent to Plaintiff and the Class by Lyft constituted calls that were not for emergency purposes as defined by 47 U.S.C. § 227(b)(1)(A)(i).

54. Plaintiff and the Class did not provide express consent to Lyft to receive text messages on Plaintiff’s and the Class’ cellular telephones, pursuant to 47 U.S.C. § 227(b)(1)(A).

55. As a result, the telephone calls made to Plaintiff and the Class by Lyft were in violation of 47 U.S.C. § 227(b)(1).

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violation of the Telephone Consumer Protection Act (47 U.S.C. § 227 *et seq.*) (Against All Defendants)

56. Plaintiff incorporates by reference all above paragraphs as though fully repeated herein.

1 57. The TCPA prohibits the use of an ATDS to make any call or send any text message
2 to a wireless cellular telephone number without the prior express consent of the contacted party or
3 in the absence of an emergency.

4 58. The foregoing acts and omissions of Defendant constitute numerous and multiple
5 violations of the TCPA, including but not limited to each and every one of the above-cited provisions
6 of 47 U.S.C. § 227 *et seq.*

7 59. As a result of Defendant's violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and
8 members of the Class are entitled to an award of \$500.00 in statutory damages, for each and every
9 negligent violation, pursuant to 47 U.S.C. § 227(b)(3).

10 60. As a result of Defendant's violations of 47 U.S.C. § 227 *et seq.*, Plaintiff and
11 members of the Class are entitled to an award of \$1,500.00 in statutory damages, for each and every
12 knowing and/or willful violation, pursuant to 47 U.S.C. § 227(b)(3).

13 61. Plaintiff and members of the Class also suffered damages in the form of text message,
14 data, and other charges to their cellular telephone plans.

15 62. Plaintiff and members of the Class are also entitled to and seek injunctive relief
16 prohibiting Defendant's illegal conduct in the future.

17 **SECOND CLAIM FOR RELIEF**
18 **Unlawful and Unfair Business Acts and Practices**
19 **(Violation of California Business & Professions Code §§ 17200 et seq.)**
20 **(Against All Defendants)**

21 63. Plaintiff incorporates by reference all above paragraphs as though fully repeated
22 herein.

23 64. The conduct, business acts and practices of Defendant as alleged herein constituted
24 "unlawful" and "unfair" business acts and practices within the meaning of the California's Unfair
25 Competition Laws, California Business & Professions Code §§ 17200 et seq.

26 65. Defendant has engaged in "unlawful" business acts and practices by Defendant's
27 negligent, knowing, and/or willful sending text messages to Plaintiff and the Class on their cellular
28 telephones, in violation of the TCPA, and thereby invading Plaintiff's and the Class' California
Constitutional right to privacy. Plaintiff reserves the right to allege other violations of law which

1 constitute unlawful acts or practices.

2 66. Defendant has also engaged in “unfair” business acts or practices in that the harm
3 caused by Defendant’s negligent, knowing, and/or willful sending text messages to Plaintiff and the
4 Class on their cellular telephones, in violation of the TCPA, and the invasion of Plaintiff’s and the
5 Class’ California Constitutional right to privacy outweighs the utility of such conduct and such
6 conduct offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, and
7 causes substantial injury to Plaintiff and the Class.

8 67. The aforementioned “unlawful” or “unfair” business acts or practices conducted by
9 Defendant has been committed in the past and is believed to continue to this day. Defendant has
10 failed to acknowledge the wrongful nature of its actions, and Defendant has not corrected or ceased
11 its “unlawful” and “unfair” conduct.

12 68. Plaintiff and members of the Class have suffered an injury in fact, were harmed by
13 the acts of Defendant in at least the following ways: (a) Defendant illegally sent text messages to
14 Plaintiff and Class members via their cellular telephones thereby causing Plaintiff and Class
15 members to incur certain cellular telephone charges or reduce cellular telephone time for which
16 Plaintiff and Class members previously paid; (b) by having to retrieve or administer text messages
17 sent by Defendant illegally; and (c) invading the privacy of Plaintiff and the members of the Class
18 by sending text messages without their prior expressed consent.

19 69. Additionally, Plaintiff and members of the Class have suffered a loss of money or
20 property in the form of cellular telephone charges or reduce cellular telephone time for which
21 Plaintiff and Class members previously paid, and have suffered a loss of money or property in that
22 Plaintiff and the Class have suffered and are each entitled to \$500.00 in statutory damages, for each
23 and every negligent violation of the TCPA, and \$1,500.00 in statutory damages, for each and every
24 knowing and/or willful violation of the TCPA, pursuant to 47 U.S.C. § 227(b)(3).

25 70. Pursuant to the Business & Professions Code § 17203, Plaintiff and the Class seek
26 an order of this Court requiring full restitution of all monies wrongfully acquired by Defendant from
27 them by means of such “unlawful” and “unfair” conduct, so as to restore any and all monies to
28 Plaintiff and the Class which were acquired from them and obtained by means of such “unlawful”

and “unfair” conduct, and which ill-gotten gains are still retained by Defendant.

71. Pursuant to the Business & Professions Code § 17203, Plaintiff and the Class also seek an order enjoining Defendant from engaging in any conduct that facilitates further violations of the TCPA. Absent injunctive relief from the Court, Defendant is likely to continue to injure Plaintiff and the Class.

72. Pursuant to California Code of Civil Procedure § 1021.5, Plaintiff and the Class also seek an order awarding them reasonable attorney’s fees from Defendant because this action involves the enforcement of an important right affecting the public interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class demand a jury trial on all claims so triable and judgment as follows:

1. Statutory damages of \$500.00 for each negligent violation of the TCPA during the Class Period;

2. Statutory damages of \$1,500.00 for each knowing or willful violation of the TCPA during the Class Period;

3. Actual and punitive damages arising from Defendants’ negligent and willful or intentional illegal conduct;

4. An injunction enjoining Defendant from engaging in any conduct that facilitates further violations of the TCPA;

5. Restitution of all monies wrongfully acquired by Defendant derived from such unlawful activity;

6. Attorney’s fees;

7. Litigation expenses and costs of the instant suit; and

8. Such other or further relief as the Court deems necessary, just, or proper.

Dated: February 4, 2016

KEEGAN & BAKER, LLP

s/ Patrick N. Keegan
 Patrick N. Keegan, Esq.
 Attorney for Plaintiff

JURY DEMAND

Plaintiff and the Class hereby demand a jury trial on all causes of action and claims with respect to which they have a right to jury trial.

Dated: February 4, 2016

KEEGAN & BAKER, LLP

s/ Patrick N. Keegan
Patrick N. Keegan, Esq.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on February 4, 2016, a true and correct copy of the **FIRST AMENDED CLASS ACTION COMPLAINT FOR VIOLATIONS OF: 1. THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. §§ 227 *et seq.*); and 2. THE CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *et seq.*** was filed electronically. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system and indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's EM/ECF System.

s/ Patrick N. Keegan
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